

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

NASIR PASHA,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,
LLC, LVNV FUNDING, LLC, and TRANS
UNION, LLC,

Defendants.

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Civil Action No. 4:20-cv-01255

**DEFENDANT TRANS UNION LLC'S ANSWER
AND DEFENSES TO PLAINTIFF'S COMPLAINT**

COMES NOW, Trans Union LLC ("Trans Union"), one of the Defendants herein, and files its Answer and Defenses to the Complaint ("Complaint") filed by Nasir Pasha ("Plaintiff"). The paragraph numbers below correspond to the paragraph numbers contained in the Complaint to the extent possible.

PRELIMINARY STATEMENT

1. Trans Union admits that Plaintiff has asserted claims against Defendants for actual, statutory and punitive damages, and costs and attorney's fees, for alleged violations of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. § 1681 *et seq.* and the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. § 1692 *et seq.* Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint.

2. The provisions of the FCRA and case law interpreting it are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 2 of the Complaint.

3. The provisions of the FCRA and case law interpreting it are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 3 of the Complaint.

4. The provisions of the FCRA and its legislative history are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 4 of the Complaint, including all subparts.

5. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and, therefore, denies same.

6. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and, therefore, denies same.

7. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies same.

8. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint and, therefore, denies same.

9. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.

10. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies same.

11. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

12. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.

13. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

15. Any information regarding Trans Union's annual revenue is public information. Trans Union is not required to admit or deny the allegations contained in paragraph 15 of the Complaint.

JURISDICTION & VENUE

16. Trans Union admits that jurisdiction is proper in this Court.

17. Trans Union admits, solely based on the allegations contained in Plaintiff's Complaint, that venue is proper in the Southern District of Texas.

PARTIES

18. Trans Union admits that Plaintiff is a consumer as defined in as defined in 15 U.S.C. § 1681a(c). Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 18 of the Complaint and, therefore, denies same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies same.

20. Trans Union admits that it is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois. Trans Union also admits that it is authorized to do business within the State of Texas. Trans Union admits that it is a “consumer reporting agency” as defined by the FCRA, 15 U.S.C. § 1681a(f). Trans Union further admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties and that it sells consumer reports pursuant to contracts and agreements with subscribers. Lastly, Trans Union admits that Intelenet Global Private Services Limited (“Intelenet”), a company located in India, provides business process services to Trans Union. Trans Union denies the remaining allegations contained in paragraph 20 of the Complaint.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

FACTUAL ALLEGATIONS

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint and, therefore, denies same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint and, therefore, denies same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and, therefore, denies same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies same.

28. Trans Union denies the allegations contained in paragraph 28 of the Complaint.

29. Trans Union denies the allegations contained in paragraph 29 of the Complaint.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint.

31. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint and, therefore, denies same.

32. Trans Union admits that it has received correspondence from Plaintiff regarding information in his Trans Union credit file, stating that he “may be a victim of fraud,” and requesting his consumer disclosure. Trans Union also admits that it has received correspondence from Plaintiff that contained a police report. Trans Union admits that it has sent Plaintiff reinvestigation results stating that LVNV Funding account #...0102 had been deleted. Trans Union denies the remaining allegations contained in paragraph 32 of the Complaint.

33. Trans Union denies the allegations contained in paragraph 33 of the Complaint.

34. Trans Union denies the allegations contained in paragraph 34 of the Complaint.

35. Trans Union admits the allegations contained in paragraph 35 of the Complaint.

36. Trans Union denies the allegations contained in paragraph 36 of the Complaint.

37. Trans Union denies the allegations contained in paragraph 37 of the Complaint.

38. Trans Union denies the allegations contained in paragraph 38 of the Complaint.

39. Trans Union denies the allegations contained in paragraph 39 of the Complaint.

40. Trans Union denies the allegations contained in paragraph 40 of the Complaint.

41. Trans Union admits that it has received correspondence from Plaintiff regarding LVNV Funding account #...0102. Trans Union denies the remaining allegations contained in paragraph 41 of the Complaint.

42. Trans Union admits that it forwarded Plaintiff's correspondence and all relevant information to LVNV Funding.

43. Trans Union admits that at certain limited times, LVNV Funding verified information for account #...0102.

44. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, including all subparts, and, therefore, denies same.

45. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies same.

46. Trans Union denies the allegations contained in paragraph 46 of the Complaint.

47. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies same.

48. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies same.

49. Trans Union denies the allegations contained in paragraph 49 of the Complaint.

50. Trans Union denies the allegations contained in paragraph 50 of the Complaint.

51. Trans Union denies the allegations contained in paragraph 51 of the Complaint.

52. Trans Union denies the allegations contained in paragraph 52 of the Complaint.

COUNT ONE

53. Trans Union restates and incorporates its responses to paragraphs 1 through 52 as though fully stated herein.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies same.

55. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint and, therefore, denies same.

56. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint and, therefore, denies same.

COUNT TWO

57. Trans Union restates and incorporates its responses to paragraphs 1 through 56 as though fully stated herein.

58. Trans Union restates and incorporates its responses to paragraphs 1 through 57 as though fully stated herein.

59. Trans Union denies the allegations contained in paragraph 59 of the Complaint.

60. Trans Union denies the allegations contained in paragraph 60 of the Complaint.

61. Trans Union denies the allegations contained in paragraph 61 of the Complaint.

COUNT THREE

62. Trans Union restates and incorporates its responses to paragraphs 1 through 61 as though fully stated herein.

63. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint and, therefore, denies same.

64. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and, therefore, denies same.

65. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint and, therefore, denies same.

COUNT THREE

66. Trans Union restates and incorporates its responses to paragraphs 1 through 65 as though fully stated herein.

67. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and, therefore, denies same.

68. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and, therefore, denies same.

69. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint and, therefore, denies same.

70. Trans Union denies the allegations contained in paragraph 70 of the Complaint relating to Trans Union. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 70 of the Complaint and, therefore, denies same.

71. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and, therefore, denies same.

72. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and, therefore, denies same.

73. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint, including all subparts, and, therefore, denies same.

74. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint and, therefore, denies same.

75. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint and, therefore, denies same.

JURY DEMAND

76. Trans Union admits that Plaintiff demands a trial by jury.

PRAYER

Trans Union denies the allegations contained in the Prayer paragraph of the Complaint, including all subparts.

DEFENSES

77. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the FCRA and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

78. Any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

79. Trans Union, in compliance with the FCRA, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

80. Trans Union at all times acted in compliance with the FCRA.

81. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

82. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process Clause of the Fourteenth Amendment and the laws of the State of Texas.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the Court deems just.

Respectfully submitted,

/s/ Marc F. Kirkland

MARC F. KIRKLAND

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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of May 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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/s/ Marc F. Kirkland

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